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**RESOLUTION NO. 2021-02**

**A RESOLUTION OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, APPROVING A SECOND AMENDMENT TO THE AGREEMENT BETWEEN THE VILLAGE OF BISCAYNE PARK AND CALVIN, GIORDANO & ASSOCIATES, INC., FOR THE PROVISION OF BUILDING PLAN REVIEW AND INSPECTION SERVICES AND MUNICIPAL PLANNING DEPARTMENT SERVICES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Florida Statutes provide that municipalities shall have the governmental, corporate, and proprietary powers to enable them to conduct municipal government, perform municipal functions, and render municipal service, and exercise any power for municipal purposes, except when expressly prohibited by law; and

**WHEREAS**, on August 7, 2018, the Village of Biscayne Park ("Village") and Calvin, Giordano & Associates, Inc. ("CGA") entered into a professional services agreement ("Agreement"), whereby CGA provides the Village with building plan review and inspections services and municipal planning department services ("Services"); and

**WHEREAS**, the Agreement was for a one (1) year term, with four (4) one-year renewal terms at the Village's discretion; and

**WHEREAS**, the Village and CGA entered into a First Amendment to the Agreement, exercising its first option to renew for a one-year renewal term from September 1, 2019 through August 31, 2020 ("First Amendment"); and

**WHEREAS**, on August 13, 2020, the Village and CGA extended that First Amendment to the Agreement for an additional ninety (90) days through November 13, 2020 ("First Extension to the First Amendment"); and

**WHEREAS**, on November 17, 2020, the Village and CGA extended that First Amendment for an additional seventy-nine (79) days through January 31, 2021 ("Second Extension to the First Amendment"); and

**WHEREAS**, the Village and CGA desire to enter into a Second Amendment to the Agreement, exercising their second option to renew for a renewal term commencing January 31, 2021 and terminating no later than August 31, 2021.

**NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, THAT:**

**Section 1. Recitals.** The above recitals are true and correct, and incorporated herein by this reference and are hereby adopted as the legislative and administrative findings of the Village Commission.

**Section 2. Second Amendment.** The Second Amendment between the Village and CGA for the provision of the Services as attached and incorporated herein as Exhibit "A" is approved and the

1 Village Manager is authorized to execute the Second Amendment and expend budgeted funds on behalf  
2 of the Village.

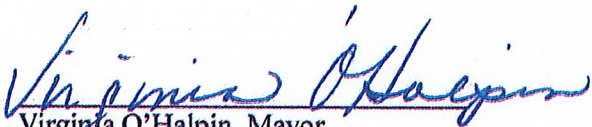
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4 **Section 3. Severability.** If any section, sentence, clause or phrase herein is held to be invalid  
5 by any court of competent jurisdiction, then said holding shall in no way affect the validity of the  
6 remaining portions of this Resolution.

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8 **Section 4. Effective Date.** This Resolution shall become effective immediately upon its  
9 adoption.

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13 PASSED AND ADOPTED this 5<sup>th</sup> day of January, 2021.

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15 The foregoing resolution upon being submitted to Commission, was approved by unanimous consensus  
16 as follows:


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18 Mayor O'Halpin: Yes  
19 Vice-Mayor Gonzalez: Yes  
20 Commissioner Hamelburg: Yes  
21 Commissioner Kennedy: Yes  
22 Commissioner Samaria: Yes  
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28 Virginia O'Halpin, Mayor  
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32 Attest:

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36 Roseann Prado, Village Clerk  
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39 Approved as to form:

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43 Edward A. Dion, Village Attorney  
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**AMENDMENT TWO TO  
AGREEMENT BUILDING PLAN REVIEW AND INSPECTION SERVICES  
AND/OR MUNICIPAL PLANNING DEPARTMENT SERVICES  
BETWEEN THE VILLAGE OF BISCAYNE PARK  
AND CALVIN, GIORDANO & ASSOCIATES, INC.**

The Second Amendment is made and effective the \_\_\_\_ day of January 2021, by and between the Village of Biscayne Park (Municipality) and Calvin, Giordano & Associates, Inc. (Consultant). Municipality and Consultant shall be jointly referred to as the "Parties".

**RECITALS AND REPRESENTATIONS**

**WHEREAS**, on August 7, 2018, the Parties entered into a professional services agreement ("Agreement"), whereby CGA provides the Village with building plan review and inspection services and municipal planning department services ("Services"); and

**WHEREAS**, the Agreement was for a one (1) year term, with four (4) one-year renewal terms at the Village's discretion; and

**WHEREAS**, the Parties entered into a First Amendment to the Agreement, exercising its first option to renew for a one-year renewal term from September 1, 2019 through August 31, 2020 ("First Amendment"); and

**WHEREAS**, on August 13, 2020, the Parties extended that First Amendment to the Agreement for an additional ninety (90) days through November 13, 2020 ("First Extension to the First Amendment"); and

**WHEREAS**, on November 17, 2020, the Parties extended that First Amendment to the Agreement for an additional seventy-nine (79) days through January 31, 2021 ("Second Extension to the First Amendment"); and

**WHEREAS**, the Parties desire to enter into a Second Amendment to the Agreement, exercising its second option to renew for a one-year renewal term from January 31, 2021 through August 31, 2021; and

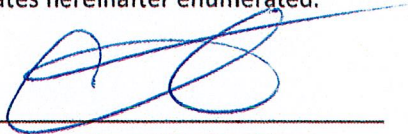
**NOW, THEREFORE**, in consideration of the mutual promises set forth herein, it is agreed by and between the Village and Consultant as follows:

1. The Agreement is hereby extended through August 31, 2021.
2. Services will be compensated based on the following:
  - a. Upon Commission's approval to adopt a revised increased permit fee schedule, services will be compensated based on a 70/30 split of all permit revenues collected by the Village (70% to be paid to Consultant, 30% to be retained by Village).
  - b. In the event Commission does not approve an increase to the permit fee schedule, services will be compensated based on a 75/25 split of all permit revenues collected by the Village (75% to be paid to Consultant, 25% to be retained by Village).

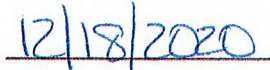


The original Agreement, Exhibits and terms shall remain in effect, to the extent not modified by previous or this Amendment.

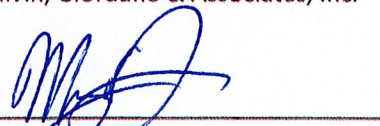
IN WITNESS HEREOF, the undersigned have caused this Amendment to be executed in their respective names on the dates hereinafter enumerated.



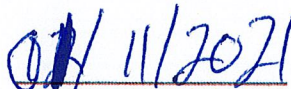
Chris Giordano, Vice President  
Calvin, Giordano & Associates, Inc.



Date



Signature  
Village of Biscayne Park



Date

MARIO DIAZ, VILLAGE MANAGER

Name & Title